

Date: September 27, 1990

Author: John E. Fetzer

Category: Trust Histories

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JOHN E. FETZER
REVOCABLE TRUST AGREEMENT

REVOCABLE TRUST AGREEMENT made and entered into this 27th day of September, 1990, by and between JOHN E. FETZER, a resident of the City of Kalamazoo, Michigan (hereinafter sometimes called "Settlor"), and JOHN E. FETZER (hereinafter sometimes called "Trustee").

WITNESSETH:

That Settlor and Trustee entered into a certain Revocable Trust Agreement dated February 2, 1972, as subsequently amended and/or restated from time to time, and that the Trust Agreement; and

That Settlor desires to amend and restate said Trust Agreement in its entirety as hereinafter set forth under the name "John E. Fetzer Revocable Trust Agreement" and Trustee is willing to accept the trusts created thereunder upon the terms and conditions set forth in this amendment and restatement of said Trust Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, it is hereby agreed as follows:

ARTICLE I

ESTABLISHMENT OF TRUST

Section 1. Transfer in Trust

Settlor and Trustee hereby acknowledge that the trust estate as of the date of this amendment and restatement includes, and Trustee hereby acknowledges receipt, IN TRUST, of the property listed in the exhibits attached to the said Revocable Trust Agreement dated February 2, 1972, as subsequently amended and

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restated, and the said exhibits are hereby attached hereto, incorporated herein and made a part hereof. Settlor and any other person may deposit with Trustee life insurance policies and cause Trustee to be named owner or beneficiary in trust under said insurance policies; and Settlor and any other person may at any time and from time to time add to this trust other property, real, personal or mixed, acceptable to Trustee. All life insurance policies and the proceeds therefrom and all other property held hereunder shall be subject to the term and conditions of this Trust Agreement. Settlor intends to list or describe all such policies and other property on exhibits attached hereto and made a part hereof, but Settlor's failure to do so shall not deprive Trustee of any interest in such policies and other property that may otherwise have been effectively transferred to this trust.

Section 2. Bequest to Trust

Settlor and any other person may by his or her Last Will and Testament give, devise or bequeath additional property, real, personal or mixed, to Trustee as Trustee hereunder, all of which additional property shall be held and administered in trust and distributed in trust under the terms and conditions hereof.

ARTICLE II

PROVISIONS DURING SETTLOR'S LIFETIME

Section 1. Trustee Actions During Settlor's Lifetime

During Settlor's lifetime, Settlor reserves the right to instruct Trustee at any time with regard to the exercise or non-exercise of any of the powers, duties and discretionary authority granted to Trustee hereunder, and in such event Settlor's instructions shall be promptly carried out by Trustee. No

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Trustee shall be liable or responsible for any action taken by such Trustee pursuant to the instruction of Settlor.

Section 2. Amendment and Revocation by Settlor

Settlor reserves the right during Settlor's lifetime to amend, modify, restate, revoke or terminate this Trust Agreement and the trusts hereunder in whole or in part at any time or times by written notice delivered to Trustee; and any action shall be effective immediately upon delivery to Trustee, except that changes with respect to Trustee's duties, liabilities or compensation, if any, shall not be effective without Trustee's written consent.

Section 3. Disposition During Settlor's Lifetime

During Settlor's lifetime, Trustee shall divide, hold and distribute the net income and principal of the trust estate as follows:

(a) The net income and principal shall be distributed to or expended for the benefit of Settlor in such amounts as Settlor may direct Trustee from time to time.

(b) In the event that Settlor becomes incapacitated, Trustee (other than Settlor) may during such incapacity distribute to or expend for the benefit of Settlor and those dependent upon Settlor the net income and sufficient principal of the trust which, in the sole and absolute discretion of Trustee, is necessary for the needs and maintenance of Settlor and those dependent upon Settlor, taking into consideration, to the extent Trustee deems advisable, any other income or resources of Settlor and those dependent upon Settlor known to Trustee.

ARTICLE III

PROVISIONS UPON DEATH OF SETTLOR

As soon as reasonably possible after the death of Settlor, but subject to proper provision being made from the original

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(c) More specifically the "John E. Fetzer Memorial Trust Fund" account is created for the following purposes:

1. The Trustee shall be empowered to transfer and convey such funds from said account and at such times to The John E. Fetzer Institute or its successor as Trustee deems appropriate in his sole and absolute discretion.

2. Trustee may develop or sell the 240 acres of real estate in Tucson, Arizona as he deems appropriate, and from such funds convey money to either The John E. Fetzer Institute or its' successor or the Inner Light Ministries as Trustee deems appropriate in his sole and absolute discretion.

3. The "John E. Fetzer Memorial Trust Fund" account shall continue for a period of up to twenty years (20 years) from and after the death of John E. Fetzer. The Trustee shall have the sole and absolute discretion to determine when during said twenty years (20 years) the purposes of said account have been served and to dissolve said account. The account shall be dissolved by the Trustee conveying all funds and property, all principal and net accumulations (upon payment of any provision and claims) to The John E. Fetzer Institute or its' successor.

4. The Trustee shall be empowered to exercise all the Trustee powers and rights set forth in this document so as to conduct and manage said account excepting where such powers would conflict with the specific directives herein.

5. So far as practicable, the Trustee shall conduct the activities of said account in the name of the "John E. Fetzer Memorial Trust Fund" account.

6. The expenditure of funds and management to carry out the purposes of the "John E. Fetzer Memorial Trust Fund" account shall be in the sole and absolute discretion of the Trustee.

7. Should the Inner Light Ministries and the JOHN E. FETZER INSTITUTE or its successor cease to exist as a charitable organization at the time of final distribution, then said remaining funds shall go to a charitable organization selected by the Trustees and qualified as a Section 501

(c) (3) organization which best would carry out the purposes of the bequest.

ARTICLE IV

POWERS OF TRUSTEE

Section 1. Trustee's Powers

Except as otherwise provided herein, Trustee shall hold, manage, administer, invest, reinvest and otherwise deal with the trust estate and shall have the following powers and authority in addition to any other rights, powers, authority and privileges otherwise granted by this Trust Agreement or by statute or rule of law, all of which powers and authority shall be broadly construed and exercised only in a fiduciary capacity:

(a) To accept and retain in the form received and for such time as Trustee may deem advisable all property or undivided interests in property received or acquired as part of the trust estate, including Trustee's own securities, without regard to any risk, lack of diversification or non-productivity, and whether or not such property may be regarded or prescribed by any statute, rule of law, or otherwise as being a proper investment for trustees.

(b) To invest and reinvest all or any assets of the trust estate, including the proceeds from the disposition thereof, in any property, real, personal or mixed, and any undivided interests in property, wherever located, including but not limited to any and all savings or other cash accounts or funds, corporate obligations and common and preferred stocks, options (covered or uncovered) to buy or sell stocks or other corporate obligations or other property, interests in partnerships (either limited or general) real property (including oil, gas or other mineral properties, leases, royalties, interests or rights for exploration and removal of such minerals, or any portion or interest thereof), interests in common trust funds or mutual funds, insurance contracts on the life of any beneficiary or annuity contracts for any beneficiary, as Trustee deems advisable (including, without intending to be comprehensive or to preclude any investments not listed, investments in commodities, precious metals, works of art, antiques, coins and currency, jewelry, stamps, books, heavy equipment, breeding animals, future contracts, spot contracts and short and long contracts), whether or not such property may be regarded or prescribed by any statute, rule of

law or otherwise as being a proper investment for trustees and whether or not such property is productive at the time of investment; to receive the monies, interest, dividends, profits and other income arising from such property; to establish, maintain and terminate brokerage accounts for the investment and reinvestment of any such property; and to consolidate the assets of the separate trusts created hereunder for the purpose of any such investment and reinvestment, and, in such event, the division into shares of each common investment for each trust need only be made on Trustee's books of account.

(c) To hold, improve, develop, plat, subdivide, construct, manage, repair, maintain, preserve, demolish, operate, lease (as lessor or lessee, for any length of time irrespective of the term of the trusts created hereunder, with or without any option for renewal, and for any purpose), mortgage, pledge, grant security interests in, partition, create restrictions, easements and other servitudes, dedicate to public use (with or without consideration), option, sell, exchange, convey, transfer, assign, surrender, abandon or otherwise dispose of or deal with any property, real or personal, constituting a part of the trust estate, or any part thereof or interest therein, including reinvestments, at such time or times and upon such terms and condition (including dispositions for cash and/or deferred payments), by private contract or public auction, with or without security, as in the sole and absolute discretion of Trustee may be deemed advisable.

(d) To keep all or any portion of the trust estate in cash and uninvested for such period or periods of time as Trustee may, from time to time, deem to be in the best interest of the trusts and the beneficiaries under this Trust Agreement, without liability for interest or any loss of income by reason thereof.

(e) To vote, in person or by proxy, on all matters with respect to any and all stock, securities, interests in joint ventures or general or limited partnerships or other investments of the trust estate at all meetings of shareholders or other owners; to oppose, consent to, abstain from or otherwise participate in any voting trust, pooling agreement, foreclosure, reorganization, consolidation, merger, liquidation, financing, refinancing, or sale of assets, of any corporation, joint venture, partnership or other organization, whose stock, securities or other interests shall be a part of the trust estate, and in connection therewith to deposit stock, securities or other property with any committee and to delegate discretionary power to such committee, to accept and retain new stock, securities or other property received by Trustee pursuant to any plan or agreement, to

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exercise all conversion, subscription, voting and other rights, of whatever nature pertaining to such stock, securities, other interests or property, and to pay any contributions, charges, assessments, or other amounts as Trustee may deem advisable in connection therewith; and in general to exercise all the rights, powers and privileges of an owner with respect to any stock, securities, interests in joint ventures or general or limited partnerships or other investments of the trust estate.

(f) To exercise any right, option or privilege to convert bonds, notes, debentures, stocks or other securities of the trust estate into other bonds, notes, debentures, stocks or other securities; to exercise any right or privilege to subscribe for additional or other bonds, notes, debentures, stocks or other securities; to make such conversion or subscription, to make payments thereof, and to advance or borrow money for the purpose of exercising such option, privilege or right; and to retain such bonds, notes, debenture, stocks and other securities so acquired as investment of the trust estate whether or not the same may be regarded or prescribed by any statute, rule of law or otherwise as being proper investments for trustees.

(g) To borrow or raise money on behalf of the trusts created hereunder (including the purchase of stock, securities or other property on margin) or to advance money to such trusts for the purposes of the trusts created hereunder (including, without limitation, for the protection of the trust assets or for expenses, losses or liabilities sustained in the administration of such trusts), in such amounts, for such terms (whether or not extending beyond the term of such trusts) and upon such conditions as Trustee shall deem advisable; to execute as Trustee promissory note or other obligations for any amounts borrowed or advanced; to secure the repayment thereof by the mortgage, assignment, pledge, hypothecation, or grant of any other security interests of all, or any part, of the assets of the trust estate; and to guaranty (on an unsecured or secured basis) the payment (in full or in part) of any borrowings; and no person lending money to Trustee shall be bound to see to the application of the money lent or to inquire into the validity, expediency or propriety of any such borrowing.

(h) To make, execute, acknowledge, and deliver any and all bills of sale, deeds, leases, mortgages, deeds of trust, assignments, conveyances, agreements, contracts, waivers, ratifications, confirmations, releases, and any and all other instruments that may be necessary or appropriate to carry out the powers granted herein or any disposition whatsoever of any property of the trust estate. Any purchasers and other persons who loan or otherwise pay any monies to Trustee shall be exempt from all responsibility with respect to

the application of the same and from the necessity of inquiring into the regularity, validity or propriety of any borrowing or any disposition made or purported to be made under this Trust Agreement or pursuant to any powers contained in this Trust Agreement.

(i) To insure the assets of the trust estate against any damage or loss whatsoever and insure Trustee in the capacity of Trustee against liability with respect to third persons; to extend, renew, modify, consolidate, settle, compromise or submit to arbitration any claims, debts, charges, expenses, causes of action or damages due or owing to or from the trust estate; to commence or defend suits and legal and administrative proceedings; and to represent the trusts created hereunder in all suits and legal and administrative proceedings.

(j) Except as otherwise expressly provided under this Trust Agreement, to determine in each and every case what is income and what is principal; to allocate and apportion all receipts and disbursements (or portions thereof) between income and principal, including but not limited to expenses incurred by Trustee in the administration or protection of this trust (such as compensation of Trustee), property taxes, assessments, fees and charges, all of which shall be a charge upon the trust estate and shall be paid by Trustee prior to the final distribution of the trust property; to allocate and apportion, as between income and principal, depreciation, amortization, depletion, and similar charges, in such amounts and in such manner as shall be deemed fair and equitable by Trustee; to charge any administration expense, including but not limited to any income tax liability attributable to the sale of an appreciated asset or any expense incurred in determining the adjusted basis for income tax purposes of any asset, against any trust or portion thereof or any specific distribution as Trustee deems fair and equitable; and the determination of Trustee with respect to all such matters shall be conclusive upon all persons interested in the trusts created hereunder.

(k) To employ attorneys, accountants, investment advisors, brokers, investment and mortgage bankers and other counsel to assist and advise in the investment, management, preservation and administration of the trust estate, and to pay reasonable compensation therefor, which compensation shall be charged against income and/or principal in such manner as Trustee shall deem just and equitable. Trustee shall not be liable for any neglect, omission, or default of any such counsel provided such counsel was selected and retained with reasonable care.

(l) If, at any time, there is no corporate Trustee hereunder, to employ any bank, savings and loan

association, trust company or brokerage firm as custodian or agent for convenience of administration, to deposit any property at any time held in trust with such bank, savings and loan association, trust company or brokerage firm and to cause such property to be registered in its name or that of its nominee without disclosure of the trust, and to authorize such bank, saving and loan association, trust company or brokerage firm to collect and receive the income therefrom and to make payments out of principal or income of the custodian fees and charges; and, if there is a corporate Trustee hereunder, such Trustee shall have the entire care and custody of all assets of the trust estate and shall keep said assets with the same care as given to other property held by it in a fiduciary capacity.

(m) To hold any securities or other property, in the name of Trustee or in the name of a nominee or nominees of Trustee without words indicating the trust or nominee relationship, and to hold any such property in bearer form; provided, however, that the books and records of Trustee shall at all times show that all such investments are part of the trust estate, and that notwithstanding anything contained herein to the contrary, Trustee shall be liable for the acts or omissions of such nominee or nominees as if such acts or omissions constituted Trustee's own acts or omissions.

(n) To construe this Trust Agreement, and any action taken relying upon any such construction shall fully protect Trustee, even though it may be subsequently determined that such construction was erroneous. In any proceeding involving the construction, operation or other legal effect of this Trust Agreement, the then living beneficiaries shall represent all unknown and undetermined beneficiaries, and any order, judgment or decree rendered in such proceeding shall be binding, not only upon such persons, but also upon all unknown and undetermined beneficiaries.

(o) To purchase at fair market value and hold any asset or assets from Settlor's estate, and to make loans to Settlor's estate, with or without interest and/or security at any time and from time to time for any purpose. The propriety of any such purchase or loan, the amount, type or class of assets purchased or loans made, and the determination of fair market value shall be solely within the discretion of Trustee, and Trustee shall not incur any responsibility or liability as a result of any such purchase or loan, whether or not any such asset or loan constitutes an investment which may be legally made by Trustee under any statute, rule of law or otherwise.

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(p) To make or exercise any election, option or choice afforded Trustee under the Internal Revenue Code or any other tax related statute law or ordinance which in Trustee's sole and absolute discretion Trustee believes to be in the best interests of the trusts and beneficiaries hereunder. Trustee shall not be accountable or responsible to any person for the manner in which Trustee exercises this provision (including any decision to not incur the expense of any detailed analysis of alternate choices), and no adjustment between any trusts or beneficiaries shall be required to compensate for differences in tax benefits or costs accruing as a result of any such action or failure to act.

(q) To make any distribution from the trust estate in cash or in kind, or mixed, to take into account the income tax bases of such assets as Trustee shall determine, and to allot specific securities or other property or any undivided interest therein to any beneficiary; and for the purpose of any such distribution or allotment, the judgment of Trustee concerning the propriety thereof and/or the relative value thereof shall be final and conclusive upon all interested persons, and no adjustment between any individual or group of trusts or beneficiaries shall be required to compensate for differences in income tax bases of distributed assets or property or in tax benefits or costs resulting from any such distribution or allotment.

(r) To budget the estimated annual income and expenses of the trusts hereunder in such manner as to equalize, as far as practical, periodic income payments, if any, to the beneficiaries of such trusts.

(s) During the lifetime of settlor only, to make any distribution or distributions hereunder, whether principal or income, by applying such amounts to or for the benefit of any beneficiary (adult or minor) for such person's care, comfort, support, maintenance and education, including but not limited to payments to any school, hospital or other institution in which such person is in attendance, committed or maintained; to make any such distributions to or for any minor or incapacitated beneficiary directly to such beneficiary, to the duly appointed legal guardian of or conservator for such beneficiary or to any relative or other person having actual care and custody of such beneficiary; and, in the case of any minor beneficiary to make any such distributions to a custodian for such minor under any Uniform Gifts to Minors Act. In any of the foregoing events, Trustee shall be under no duty to audit the use made of any such distribution.

(t) To retain any general or limited partnership interests, any interests in joint ventures or similar entities, or any capital stock, bonds, debentures, or

other securities in any corporations wholly or partially owned or controlled by Settlor; to engage in any actions or transactions with or on behalf of such business enterprises as Trustee is permitted to engage in with or on behalf of the trust estate (including, without limitation, guarantying any obligations of such business enterprises); to vote for Trustee in any election for general or managing partner in any such partnerships or for directors and officers of any such corporations at such compensation and on such other terms and conditions as the requisite vote of such partnerships or the boards of directors of such corporations shall determine; and to manage or be employed by or otherwise conduct such business enterprises.

(u) To exercise all of the foregoing powers and authority notwithstanding any contemporaneous interest or interests of Trustee in Trustee's individual or fiduciary capacity, or of any employee of Trustee, as owner, partner, shareholder, director, officer, employee, creditor or otherwise, in any property, real or personal, or in any business entity in which the trust estate is also interested or in which Trustee shall determine to invest all or any part of the trust estate, or in any firm or corporation which Trustee may employ to counsel, assist and advise in the management and administration of the trusts created hereunder; and in any such event, Trustee shall not be held to any higher standard of duty than if such Trustee or employee were not so interested.

(v) To do all other acts and things whatsoever that an owner of any such property could do and perform in his own right as Trustee shall deem to be for the best interests of the trusts hereunder and the beneficiaries thereof.

(w) Trustee shall not have or exercise any power or authority which would jeopardize or cause a disallowance of the charitable deduction set forth in Article III hereof.

Section 2. Action by Trustee

If at any time any action or decision affecting the administration or distribution of any trust hereunder is to be made by five persons then acting as Co-Trustees, the determination of a majority of such persons shall be binding. Any Trustee dissenting from any action or decision made in accordance with this section shall not be held liable or

responsible for any action taken or decision made contrary to such dissent.

Section 3. Temporary Delegation of Trustee's Authority

Any individual Trustee may delegate from time to time to any other Trustee any or all of his or her powers, duties and discretionary authority as Trustee during any temporary vacation period or other temporary absence from the state in which the trusts are being administered. Such delegation shall be delivered in writing to the delegate or delegates, shall specify the powers, duties and discretionary authority delegated, and shall remain effective for the time specified therein or until any earlier revocation by another writing similarly delivered. Notwithstanding the foregoing, an independent Trustee may not delegate any power, duty or discretionary authority vested exclusively in such independent Trustee, and in no event may a Trustee delegate any power, duty or discretionary authority which is expressly conferred only upon such Trustee.

ARTICLE V

TRANSACTIONS REGARDING SETTLOR'S ESTATE

Section 1. Transactions With Settlor's Estate

Upon the death of Settlor, Trustee is hereby authorized (or required if hereinafter directed) to take the following actions and shall have the following powers with respect to the assets of the original trust created under this Trust Agreement and with respect to Settlor's estate and the personal representative thereof:

- (a) Trustee may (either directly or by transfer to Settlor's probate estate) pay Settlor's last illness, funeral and estate administration expenses and debts and claims, federal, state and local income and

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estate and death and inheritance taxes (other than any generation skipping tax) and interest and penalties without reimbursement from Settlor's ^{probate} estate or any other source.

(b) In the event that there are any United States Treasury Bonds redeemable at par value to pay federal estate taxes held in the original trust hereunder at the time of Settlor's death, Trustee shall be required to apply such bonds toward the payment of such taxes, including interest, in such manner as Trustee shall determine.

(c) If any of Settlor's personal effects, including but not limited to wearing apparel, books, sporting equipment, articles of personal use and adornment, and all things similar in kind and nature to the foregoing, are held in the original trust hereunder at the time of Settlor's death, Trustee shall promptly distribute such personal effects to BRUCE F. FETZER in accordance with and as provided in Article III hereof; provided that Settlor may appoint any such personal effects to any person(s) at any time by written instrument executed with the formalities of a deed and delivered to Trustee prior to Settlor's death. However, the furnishings, fixtures, works of art and other such items as are in the residence of JOHN E. FETZER at 2714 Clovelly Rd., Kalamazoo, Michigan, shall remain intact and conveyed to the JOHN E. FETZER INSTITUTE to remain there as a part of the "RHEA HOUSE".

Section 2. Tax Elections by Trustee

Except where specifically directed in this Trust Agreement and except to the extent the appointed personal representative of Settlor's estate otherwise determines, Trustee may, at such times and in such manner as Trustee shall deem appropriate, make any elections or decisions or exercise any rights which may from time to time be available under or in respect of the provisions of the Internal Revenue Code and the regulations thereunder or of any other tax law, rule or regulation, regardless of whether Trustee's decision in a particular case is advantageous to either Settlor's estate or any trust hereunder as an entity or to any person having an interest therein, including without limitation

the right to make any and all decisions with respect to the exclusion or inclusion of an asset in Settlor's gross estate for federal estate tax purposes, the right to elect an alternate valuation date of Settlor's estate for federal estate tax purposes, the right to make such decisions as Trustee may deem appropriate with respect to claiming expenses or other items as deductions for federal estate tax or for federal income tax purposes, the right to elect installment payments of federal estate or other death taxes and the right to file any income and other tax returns for any period prior to Settlor's death or to consent to any gifts made prior to Settlor's death jointly with Settlor's spouse or to consent to any gifts made prior to Settlor's death by Settlor's spouse and to pay such amount of tax, interest and penalties as Trustee may deem advisable with respect to such income tax returns and gifts, provided, however, that any such election, decision or the exercise of any right by Trustee shall be absolutely void to the extent that the same shall in any way affect, jeopardize or cause Settlor's estate to lose all or any part of the tax benefit available to Settlor's estate by the charitable deduction under any federal, state or local laws.

ARTICLE VI

LIFE INSURANCE POLICIES

Section 1. Control of Policies During Settlor's Lifetime

During Settlor's lifetime, Settlor reserves the right to receive or exercise, without the consent or approval of Trustee or any beneficiary hereunder, all benefits, payments, dividends, surrender values, options, rights, powers, privileges and other

incidents of ownership with respect to all life or disability insurance policies deposited hereunder, including but not limited to, the power to change the beneficiary of any such life or disability insurance policies deposited hereunder, the right to receive any and all disability benefits, dividends, payments, loan values or surrender values provided in such policies, the power to borrow upon, surrender or pledge any such life insurance policies and the power to exercise any option provided in any such life or disability insurance policies, including but not limited to the power to convert any policy to a different kind or change the amount of insurance and the power to select the method of settlement of the proceeds of any such insurance policies. Trustee shall be under no obligation during the lifetime of Settlor to pay any premiums, assessments or other charges necessary to keep any such insurance policies deposited with Trustee in force, nor shall Trustee be under any obligation to ascertain whether the same have been paid or to notify any beneficiary or any other person of the nonpayment of premiums. Nothing contained herein shall be deemed to impose any obligation on Settlor to maintain any or all of such life or disability insurance policies in force.

Section 2. Control of Policies After Settlor's Death

After the death of Settlor, Trustee (other than any individual whose life may be insured under the life insurance policy in question) shall have the right to receive or exercise all benefits, payments, dividends, surrender values, options, rights, power, privileges and other incidents of ownership with respect to all life insurance policies then deposited hereunder, the right to receive any and all disability benefits, dividends,

payments, loan values or surrender values provided in such policies, the power to borrow upon, surrender or pledge any such life insurance policies and the power to exercise any option provided in any such life insurance policies, including but not limited to the power to convert any policy to a different kind or change the amount of life insurance and the power to select the method of settlement of the proceeds of any of such life insurance policies. Notwithstanding anything to the contrary contained herein, no individual Trustee (other than Settlor) whose life is insured under a life insurance policy owned or held under this Trust Agreement shall under any circumstances have any right to exercise any of the foregoing incidents of ownership with respect to such life insurance policy, and in the absence of any Trustee qualified to exercise such incidents of ownership no such incidents of ownership with respect to such policy shall be exercised.

Section 3. Proceeds of Policies

Upon the death or disability of anyone who is insured by a policy which may be payable to any trust hereunder, Trustee shall collect the proceeds payable by such policy or exercise any options of settlement that may be available under the terms of the policy. It is the intention of the parties hereto that Trustee shall receive any life insurance proceeds payable upon the death of Settlor subject to all loans and charges, if any, against such life insurance proceeds as may have accrued during the lifetime of Settlor, and subject to any and all other contractual benefits, powers and options in such life insurance policies exercised or selected by Settlor during Settlor's

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lifetime. Trustee shall have the power to exercise and deliver receipts and other instruments and compromise or adjust disputed claims in such manner as in Trustee's sole and absolute discretion seems just and proper, and to take such steps as in Trustee's sole judgment are necessary or proper to collect the life or disability insurance proceeds and other sums due and payable under such insurance policies; provided, however, that if payment on any such insurance policy is contested, Trustee shall not be obligated to take any action for collection unless and until Trustee has been indemnified to Trustee's satisfaction against any loss, liability or expenses, including attorneys' fees, and Trustee is authorized to use any funds in Trustee's possession whether the same constitute principal or income to pay the costs and expenses, including attorneys' fees, of any action for the collection of any life or disability insurance proceeds and may reimburse Trustee for any advances made for such purposes or any of them. Upon payment to Trustee of the amounts due under any life or disability insurance policies hereunder, the insurance company issuing such policy shall be relieved of all further liability hereunder and no such insurance company shall be under any responsibility to see to the performance of the trusts created hereunder.

ARTICLE VII

INCONTESTABILITY

The beneficial provisions of this Trust Agreement, and Settlor's Last Will and Testament are intended to be in lieu of any other rights, claims or interests, whether statutory or otherwise, except bona fide pre-death debts, which any

beneficiary hereunder or thereunder may have against or in Settlor's estate or the assets held under this Trust Agreement. Therefore, if any beneficiary shall assert any claim (except a legally enforceable debt), statutory election or other right or interest against or in Settlor's estate, Settlor's Last Will and Testament, or any assets held under this Trust Agreement (other than pursuant to the express terms of Settlor's Last Will and Testament or this Trust Agreement), or directly or indirectly contest Settlor's Last Will and Testament or this Trust Agreement or attack or seek to impair or invalidate any of the provisions thereof, or conspire with or voluntarily assist anyone attempting to do any of those things, then all beneficial interests, powers and rights of every kind and nature which such beneficiary might otherwise have under this Trust Agreement shall be forfeited, and such forfeited interests shall augment proportionately the shares of the other beneficiaries as shall not have participated in such acts or proceedings. The foregoing shall not be construed, however, to limit the appearance of any beneficiary as a witness in any proceeding involving Settlor's Last Will and Testament or this Trust Agreement nor to limit any beneficiary's appearance in any capacity in the proceeding solely for the construction of either of said documents.

ARTICLE VIII

ACCOUNTINGS

Any income beneficiary hereunder, upon his or her written request or the written request of his or her legal representative, made not more often than quarter-annually, may demand and receive from Trustee a statement of the financial

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condition of the trust, including but not limited to a statement of principal, income and expenses; and any other beneficiary, upon his or her written request or the written request of his or her legal representative, made not more often than annually, may demand and receive said information following a reasonable period after the close of the annual accounting period of the trust.

ARTICLE IX

COMPENSATION OF TRUSTEE

Each Trustee hereunder shall be entitled to reasonable compensation for the services rendered by such Trustee.

ARTICLE X

LIABILITY OF TRUSTEE AND BONDS

Section 1. Liability of Trustee

Except to the extent Trustee shall be liable for the acts of any nominee, no non-corporate Trustee shall be liable for any mistake or error in judgment in the administration of any trust hereunder which results in any loss to such trust by reason of investment or otherwise, save only for willful misconduct or fraud. Further, said Trust shall indemnify and hold harmless said Trustees as to any acts in their capacity as Trustees relating to third parties and the successor Trustees shall have the power to obtain liability insurance as to any and all acts made that might adversely effect a third party.

Section 2. Trustee Bonds

No bond shall be required of any Trustee hereunder in any jurisdiction; or if a bond is required by law, no surety on such bond shall be required.

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ARTICLE XI

APPOINTMENT AND SUCCESSION OF TRUSTEE

Section 1. Appointment of Original Trustee

The original Trustee of the Trust created hereunder shall be JOHN E. FETZER. In the event JOHN E. FETZER shall die, become incapacitated or otherwise cease to act as Trustee, then the following shall become the Successor Co-Trustees of this Trust:

- 1) ROBERT F. LEHMAN
- 2) BRUCE F. FETZER
- 3) THOMAS J. BEAVER
- 4) LOUIS G. LEEBURG
- 5) MICHAEL C. GERGELY

The said ROBERT F. LEHMAN shall act as chairman of the Co-Trustees. The chairman shall convene meetings of the Co-Trustees as shall be necessary to carry out the provisions of this Trust, but at least on a quarterly basis, and shall maintain and secure all documents, accounts, assets and papers of the Trust. Further, as to all matters requiring Trustees decision, each Trustee shall be accorded one vote and the majority vote shall be binding on the Trust. Further, should any Co-Trustee die, become incapacitated or otherwise cease to act as Co-Trustee, then the remaining Co-Trustees shall appoint further successor Co-Trustees as may be necessary to maintain the number of Co-Trustees at Five (5). If the said ROBERT F. LEHMAN shall cease to act as Co-Trustee, then the remaining Co-Trustees shall in addition to appointing a successor Co-Trustee shall also appoint a successor chairman of the Co-Trustees to carry out said responsibilities.

MICHAEL C. GERGELY is hereby appointed as legal advisor and attorney for this the John E. Fetzer Revocable Trust Agreement.

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Trustee and the said MICHAEL C. GERGELY shall confer to determine the necessary legal services required with respect to carrying out the directives of this Trust. Thereafter, the Trustee, in his sole discretion, shall employ such additional attorneys as are deemed necessary. The law firms of EVANS & LUPTAK of Detroit, Michigan and of HOWARD & HOWARD of Kalamazoo, Michigan are suggested to be so employed if the Trustee deems their services and expertise are required. The said MICHAEL C. GERGELY shall supervise all said legal services to said Trust, including the legal fee arrangements, and Trustee shall pay all legal fees with the concurrence of the said MICHAEL C. GERGELY.

Further, the said JOHN E. FETZER and The John E. Fetzer Revocable Trust Agreement specifically agrees to indemnify and/or hold harmless the said MICHAEL C. GERGELY as to any and all matters related to the preparation of this Trust document and specifically as the same may relate to any tax exempt matters. The said document has been prepared, completed and signed under the specific direction of the said JOHN E. FETZER.

Section 2. Appointment of Successor Trustee

If any Trustee, whether an original or a successor Trustee, shall die, become incapacitated or otherwise cease to act as a Trustee, and there is no successor Trustee designated in Section 1 of this Article, then the following persons in the following order of priority may by written notice appoint one or more individuals and/or a corporation (with trust power (if required under local law) and a capital surplus in excess of Twenty-Five Million Dollars (\$25,000,000.00) in place of such former Trustee:

- (a) Settlor, unless deceased, incapacitated or unwilling to act.

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(b) The non-corporate Trustee, if any, under this Trust Agreement.

In the event the foregoing designated persons are not then living or existing or are unable or unwilling to act, then a successor Trustee shall be appointed by a court of competent jurisdiction. In no event, however, shall the number of Trustees acting under this Trust Agreement be in excess of five (5) at any one time.

Section 3. Resignation of Trustee

Any Trustee may resign upon thirty (30) days prior written notice to the person then designated to appoint a successor Trustee under Section 2 of this Article. Any individual Trustee who becomes incapacitated shall be deemed to have resigned.

Section 4. Succession of Trustee

Upon the effective date of termination of a Trustee, such Trustee shall cease to act as Trustee, except as to acts and deeds necessary for the proper vesting of the trust estate in the continuing or successor Trustee. Any additional or successor Trustee shall not be liable for any action or omission of any predecessor Trustee, shall not be required to examine or review any actions or decisions of the predecessor Trustee, and shall be entitled to rely upon any statements and records of the predecessor Trustee as to the assets and liabilities of the trusts hereunder.

ARTICLE XII

CONSTRUCTION AND DEFINITIONS

Section 1. Law Governing

This Trust Agreement has been executed and delivered in the State of Michigan and the laws of the State of Michigan shall

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govern its validity, interpretation and construction, notwithstanding that Settlor, any Trustee or any beneficiary may change their residence to another jurisdiction or that the situs of any trust assets may be located in another jurisdiction. The administration of each trust hereunder shall be governed by the laws of the state in which that trust is then being administered (based upon the location of the usual place of business of the Trustee having custody of that trust's principal assets and records), which state's courts shall have exclusive jurisdiction over the administration of that trust for any period during which that trust is being administered in that state.

Section 2. Proceedings Regarding Construction

In any proceeding regarding the validity, interpretation, construction or administration of this Trust Agreement, the then living beneficiary or beneficiaries to whom income is currently payable shall represent any unknown and undetermined beneficiaries, and any order, judgment or decree rendered in such proceeding shall be binding on such known persons as well as all unknown and undetermined persons.

Section 3. Authority and presumptions Regarding Exercise of Powers

Except as otherwise specifically provided in any separate provision of this Trust Agreement, any right, power, authority or privilege given to Settlor or any Trustee, beneficiary, appointee or other person under this Trust Agreement shall be exercisable only by such person personally, and may not be delegated or transferred to or assumed by any other person including, without limitation, any court or any guardian, conservator or other representative of such person. In disposing of any trust assets

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subject to a power exercisable under the Last Will and Testament of any person, Trustee shall not be liable for any action or inaction taken in reliance upon any instrument admitted to probate in any jurisdiction as the Last Will and Testament of the person holding such power. If no instrument (or certified copy thereof) purporting to exercise such power is delivered to Trustee within six (6) months after the death of such person, Trustee may dispose of such assets as if such person had died intestate without exercising such power. In the event an instrument purporting to exercise such power is subsequently located, Trustee shall not be liable to the appointees under such exercise, and the rights of such appointees and the persons receiving property from Trustee shall be governed by applicable law.

Section 4. Genders

Wherever any words are used herein in either the masculine, feminine or neuter gender they shall be construed to include the masculine, feminine and neuter genders in all cases where they would so apply as well as singular and plural.

Section 5. Definitions

Except as otherwise specifically provided in any separate provision of this Trust Agreement, the following definitions shall be applicable with respect to this Trust Agreement:

(a) "Trustee" shall be deemed to include both the singular and plural, and the masculine, feminine and neuter 1; and if exercised, the subscription price shall be paid from principal and the stock thus acquired added to principal. All cash dividends, except cash distributions in redemption of stock or cash distributions in partial or complete liquidation of corporations, shall be considered as income. Any premium paid or discount received in connection with the purchase of any bond or other obligation shall be amortized by periodically charging or crediting income as appropriate. A reasonable reserve for depreciation,

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cost recovery deductions, depletion or amortization of the investment in or value of property of the trust estate shall be periodically charged to income if and to the extent Trustee deems advisable. All income taxes chargeable against principal, including gains or profits realized from the sale of principal assets, shall be charged to principal and shall not be deducted from income. No portion of the proceeds of any trust asset shall be considered delayed income from underproductive assets or property. Notwithstanding the foregoing, the terms "income" or "net income" when applied to investments in rental real property or in partnerships whose principal activity involves rental real property, shall mean the "cash flow" to Trustee. "Cash flow" means the net income from the property (including the net income from partnerships to the extent received by Trustee) plus depreciation, cost recovery deductions and leasehold amortization (including all such amounts from partnerships to the extent received by Trustee) less the sum of:

(i) Any mortgage or loan amortization, expenses for remodeling and improvement of the real property, and other such expenses to the extent the foregoing items are not otherwise paid from income.

(ii) Such amount as Trustee determines should be set aside as a reasonable reserve for working capital or to provide funds for improvements or for any other business purposes or contingencies attributable to the real property (and any such partnership).

(e) References to the "Internal Revenue Code" mean the Internal Revenue Code of 1954, as amended. References to words such as "gross estate", "taxable estate", "unified credit", and other words which, from the context in which they are used, refer to the Internal Revenue Code and shall be construed in the same manner such words are construed for purposes of applying the Internal Revenue Code to Settlor's estate.

ARTICLE XIII

REGISTRATION OF TRUST

This Trust Agreement or any trusts created hereunder shall not be required at any time to be registered pursuant to the

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provisions of Article 8 of the Revised Probate Code of Michigan, or the applicable provisions of the laws of any other state, and shall be administered free from the active supervision of any court. Trustee may, however, in Trustee's sole and absolute discretion, register this Trust Agreement or any trusts created hereunder pursuant to such provisions.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trust Agreement as of the day and year first above written.

WITNESSES:

Maxine Brockway
MAXINE BROCKWAY
Kalamazoo
Kalamazoo

Maxine Brockway
MAXINE BROCKWAY
Kalamazoo
Kalamazoo

STATE OF MICHIGAN)

COUNTY OF KALAMAZOO)

ss

John E. Fetzner
John E. Fetzner, Settlor
John E. Fetzner
John E. Fetzner, Trustee

The foregoing instrument was acknowledged before me this 27th day of September, 1990, by JOHN E. FETZER, as Settlor of the foregoing Trust Agreement.

Carolyn L. Dickey
Notary Public, Kalamazoo
County, Michigan
My Comm. Expires: 9-5-93

STATE OF MICHIGAN)

COUNTY OF KALAMAZOO)

ss

The foregoing instrument was acknowledged before me this 27th day of September, 1990, by JOHN E. FETZER, as Trustee of the foregoing Trust Agreement.

Carolyn L. Dickey
Notary Public, Kalamazoo
County, Michigan
My Comm. Expires: 9-5-93

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CONSENT TO ACTION

The following action is taken by unanimous consent of the Successor Co-Trustees of the JOHN E. FETZER REVOCABLE TRUST DATED SEPTEMBER 27, 1990:

WHEREAS, the Successor Co-Trustees of the John E. Fetzer Revocable Trust under an agreement dated September 27, 1990, believe it is in the best interest of the trust to incorporate the John E. Fetzer Memorial Trust Fund and the John E. Fetzer Inner Light Ministries Trust Fund as created in Article III, Paragraph 12 and Article III, Paragraph 13, respectively, pursuant to the provisions of Section 148-157 of the Public Acts of 1931;

NOW THEREFORE, the Successor Co-Trustees hereby consent to the incorporation of the John E. Fetzer memorial Trust Fund and to the incorporation of the John E. Fetzer Inner Light Ministries Trust Fund as Michigan non-profit corporations, and further direct that Michael C. Gergely shall be authorized to execute the Articles of Incorporation for both new non-profit corporations.

This Consent to Action is executed in duplicate as of the 18th day of June 1991.

JOHN E. FETZER TRUST AGREEMENT
DATED SEPTEMBER 27, 1990

By: Robert F. Lehman

Robert F. Lehman
Successor Co-Trustee

By: Bruce F. Fetzer

Bruce F. Fetzer
Successor Co-Trustee

By: Thomas J. Beaver

Thomas J. Beaver
Successor Co-Trustee

By: Louis G. Leeburg

Louis G. Leeburg
Successor Co-Trustee

By: Michael C. Gergely

Michael C. Gergely
Successor Co-Trustee